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LUCASFILM LTD.

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12

13 IN RE: HIGH-TECH EMPLOYEE
ANTITRUST LITIGATION
14
15 THIS DOCUMENT RELATES TO:
16 ALL ACTIONS

Master Docket No. C 11-02509 LHK

**DEFENDANT LUCASFILM LTD.'S
ANSWER TO CONSOLIDATED
AMENDED COMPLAINT**

Courtroom: 8, 4th Floor
Judge: Hon. Lucy H. Koh

Date Comp. Filed: May 4, 2011

19
20 Defendant Lucasfilm Ltd. ("Lucasfilm") answers Plaintiffs Michael Devine, Mark
21 Fichtner, Siddharth Hariharan, Brandon Marshall, and Daniel Stover's (collectively, "Plaintiffs")
22 Consolidated Amended Complaint ("Complaint") [Dkt. # 65] as follows:
23

24 **I. SUMMARY OF THE ACTION¹**

25 1. Lucasfilm denies it conspired with any other person or entity by entering into
26

27 ¹ The headings in this document are taken from the headings in the Complaint, and are provided
28 for ease of reference only. They are not intended as an admission of any kind; to the contrary, to the extent they contain allegations requiring a response, they are expressly denied.

1 any agreements to fix or suppress employee compensation. Lucasfilm specifically denies
2 entering into an interconnected web of express agreements with the other named co-defendants
3 (1) not to recruit each other's employees, (2) to notify each other when making an offer to
4 another's employee, or (3) to not counteroffer above the initial offer when offering a position to
5 a co-defendant's employee. To the extent the allegations in paragraph 1 concern other
6 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
7 allegations, and on that basis denies those allegations.
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9 2. To the extent the allegations in paragraph 2 concern Lucasfilm, Lucasfilm
10 denies those allegations. To the extent the allegations in paragraph 2 concern other defendants,
11 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
12 that basis denies those allegations. To the extent that paragraph 2 states legal conclusions, no
13 response is required. Lucasfilm specifically denies that any of the conduct alleged in the
14 Complaint constitutes a *per se* violation of the Sherman Act, 15 U.S.C. § 1, or the Cartwright
15 Act, Cal. Bus. Prof. Code § 16720. The Cartwright Act, and any other relevant state-based
16 claims do not apply to Lucasfilm because they are barred by the federal enclave doctrine as
17 applied to Lucasfilm. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
18 California Business & Professions Code § 16600. In its Order of April 18, 2012, the Court
19 dismissed Plaintiffs' claim under California's Unfair Competition Law, Cal. Bus. & Prof. Code
20 §§ 17200, *et seq.* Therefore, no response to Plaintiffs' allegations regarding California Business
21 and Professions Code §§ 16600 and 17200 *et seq.* is necessary.
22

23
24 3. Lucasfilm admits that, in 2009 through 2010, the Antitrust Division of the
25 United States Department of Justice (DOJ) conducted an investigation regarding an alleged
26 agreement between Lucasfilm and Pixar. To the extent the remaining allegations in paragraph 3
27 concern Lucasfilm, Lucasfilm denies those allegations. To the extent that the allegations in
28

1 paragraph 3 concern other defendants or government entities, Lucasfilm lacks sufficient
2 information or knowledge to admit or deny those allegations, and on that basis denies those
3 allegations.

4 4. Lucasfilm lacks sufficient information to admit or deny the allegations in
5 paragraph 4, and on that basis denies those allegations. To the extent that paragraph 4 states
6 legal conclusions, no response is required.

7 **II. JURISDICTION AND VENUE**

8 5. Lucasfilm admits that Plaintiffs purport to bring this action to recover damages,
9 including treble damages, costs of suit, and reasonable attorneys' fees based on alleged
10 violations of Section 1 of the Sherman Act, 15 U.S.C. § 1 and the Cartwright Act, California
11 Business and Professions Code §§ 16720 *et seq.* Lucasfilm denies the remainder of the
12 allegations in paragraph 5.

14 6. Paragraph 6 states a legal conclusion to which no response is required.

15 7. Paragraph 7 states a legal conclusion to which no response is required.

16 8. Paragraph 8 states a legal conclusion to which no response is required.

17 **III. CHOICE OF LAW**

18 9. Paragraph 9 states a legal conclusion to which no response is required.

19 10. To the extent the allegations in paragraph 10 concern Lucasfilm, Lucasfilm
20 denies those allegations. To the extent the allegations in paragraph 10 concern other defendants,
21 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
22 that basis denies those allegations.

23 11. To the extent the allegations in paragraph 11 concern Lucasfilm, Lucasfilm
24 denies those allegations. To the extent the allegations in paragraph 11 concern other defendants,
25 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
26 that basis denies those allegations.
27
28

1 12. Lucasfilm lacks sufficient information or knowledge to admit or deny the
2 allegations in paragraph 12, and on that basis denies those allegations.

3 13. Lucasfilm lacks sufficient information or knowledge to admit or deny the
4 allegations in paragraph 13, and on that basis denies those allegations.

5 14. Paragraph 14 states a legal conclusion to which no response is required.

6 15. Paragraph 15 states a legal conclusion to which no response is required.
7

8 **IV. THE PARTIES**

9 16. Lucasfilm lacks sufficient information or knowledge to admit or deny the
10 allegations in paragraph 16, and on that basis denies those allegations.

11 17. Lucasfilm lacks sufficient information or knowledge to admit or deny the
12 allegations in paragraph 17, and on that basis denies those allegations.

13 18. Lucasfilm admits that plaintiff Siddharth Hariharan, at one time, worked in
14 California for Lucasfilm on the Presidio, a federal enclave. Lucasfilm lacks sufficient
15 information or knowledge to admit or deny the remainder of allegations in paragraph 18 of the
16 Complaint, and on that basis denies those allegations.
17

18 19. Lucasfilm lacks sufficient information or knowledge to admit or deny the
19 allegations in paragraph 19, and on that basis denies those allegations.

20 20. Lucasfilm lacks sufficient information or knowledge to admit or deny the
21 allegations in paragraph 20, and on that basis denies those allegations.
22

23 **V. DEFENDANTS**

24 21. Lucasfilm lacks sufficient information or knowledge to admit or deny the
25 allegations in paragraph 21, and on that basis denies those allegations.

26 22. Lucasfilm lacks sufficient information or knowledge to admit or deny the
27 allegations in paragraph 22, and on that basis denies those allegations.

28 23. Lucasfilm lacks sufficient information or knowledge to admit or deny the

1 allegations in paragraph 23, and on that basis denies those allegations.

2 24. Lucasfilm lacks sufficient information or knowledge to admit or deny the
3 allegations in paragraph 24, and on that basis denies those allegations.

4 25. Lucasfilm lacks sufficient information or knowledge to admit or deny the
5 allegations in paragraph 25, and on that basis denies those allegations.

6 26. Lucasfilm admits the allegations in paragraph 26 of the Complaint.

7 27. Lucasfilm lacks sufficient information or knowledge to admit or deny the
8 allegations in paragraph 27, and on that basis denies those allegations.

9 28. Lucasfilm lacks sufficient information or knowledge to admit or deny the
10 allegations in paragraph 28, and on that basis denies those allegations.

11 29. Lucasfilm lacks sufficient information or knowledge to admit or deny the
12 allegations in paragraph 29, and on that basis denies those allegations.

13
14 **VI. CLASS ACTION ALLEGATIONS**

15 30. Lucasfilm admits that Plaintiffs purport to bring this action on behalf of
16 themselves and as representatives of the putative class defined in paragraph 30 of the Complaint.

17 31. To the extent that paragraph 31 states legal conclusions, no response is required.
18
19 Lucasfilm lacks sufficient information or knowledge to admit or deny the remainder of the
20 allegations in paragraph 31, and on that basis denies those allegations.

21 32. Paragraph 32 states legal conclusions to which no response is required.

22 33. Paragraph 33 states legal conclusions to which no response is required.

23 34. Paragraph 34 states legal conclusions to which no response is required.

24 35. Paragraph 35 states legal conclusions to which no response is required.

25 36. Paragraph 36 states legal conclusions to which no response is required.

26 37. Paragraph 37 states legal conclusions to which no response is required.
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38. Paragraph 38 states legal conclusions to which no response is required.

VII. FACTUAL ALLEGATIONS

A. Trade and Commerce

39. Lucasfilm admits that it employed plaintiff Hariharan within the State of California. Lucasfilm lacks sufficient information or knowledge to admit or deny the remainder of the allegations in paragraph 39, and on that basis denies those allegations.

40. To the extent the allegations in paragraph 40 concern Lucasfilm, Lucasfilm denies those allegations. To the extent the allegations in paragraph 40 concern other defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on that basis denies those allegations. To the extent that paragraph 40 states legal conclusions, no response is required.

B. Market for High Technology Employees

41. Lucasfilm lacks sufficient knowledge or information to admit or deny the allegations in paragraph 41 of the Complaint and on that basis denies those allegations. Lucasfilm admits that Plaintiffs have defined “cold-calling” to include “communicating directly in any manner (including orally, in writing, telephonically, or electronically) with another firm’s employee who has not otherwise applied for a job opening” and Lucasfilm specifically denies that definition of “cold-calling.” To the extent that paragraph 41 states legal conclusions, no response is required.

42. Lucasfilm lacks sufficient knowledge or information to admit or deny the allegations made in paragraph 42 of the Complaint, and on that basis denies those allegations.

43. To the extent that paragraph 43 alleges conduct on the part of other defendants or other high technology companies, Lucasfilm lacks sufficient knowledge or information to admit or deny the allegations, and on that basis denies them. Lucasfilm otherwise denies the allegations in paragraph 43.

1 44. To the extent that paragraph 44 alleges conduct on the part of other defendants
2 or other high technology companies, Lucasfilm lacks sufficient knowledge or information to
3 admit or deny the allegations, and on that basis denies them. Lucasfilm otherwise denies the
4 allegations in paragraph 44.

5 45. Lucasfilm lacks sufficient knowledge or information to admit or deny the
6 allegations made in paragraph 45 of the Complaint and on that basis denies those allegations.

7 46. Lucasfilm lacks sufficient knowledge or information to admit or deny the
8 allegations made in paragraph 46 of the Complaint on that basis denies those allegations.

9 47. Lucasfilm lacks sufficient knowledge or information to admit or deny the
10 allegations made in paragraph 47 of the Complaint on that basis denies those allegations.

11 48. Lucasfilm lacks sufficient knowledge or information to admit or deny the
12 allegations made in paragraph 48 of the Complaint on that basis denies those allegations

13 49. Lucasfilm lacks sufficient knowledge or information to admit or deny the
14 allegations made in paragraph 49 of the Complaint on that basis denies those allegations.

15 50. Lucasfilm lacks sufficient knowledge or information to admit or deny the
16 allegations made in paragraph 50 of the Complaint on that basis denies those allegations.

17 51. Lucasfilm lacks sufficient knowledge or information to admit or deny the
18 allegations made in paragraph 51 of the Complaint on that basis denies those allegations.

19 52. To the extent that paragraph 52 alleges conduct on the part of other defendants,
20 Lucasfilm lacks sufficient knowledge or information to admit or deny the allegations and on that
21 basis denies them. Lucasfilm admits that it assigns different salary ranges to different jobs and
22 that compensation may vary with grade level, but states that each employee's compensation was
23 based on a number of factors including but not limited to his or her individual circumstances and
24 internally set salary structures. Lucasfilm reviews salary ranges periodically. Except as
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expressly admitted, Lucasfilm denies the allegations in paragraph 52.

53. Lucasfilm lacks sufficient knowledge or information to admit or deny the allegations made in paragraph 53 of the Complaint on that basis denies those allegations.

54. Lucasfilm lacks sufficient knowledge or information to admit or deny the allegations made in paragraph 54 of the Complaint on that basis denies those allegations. To the extent the allegations in paragraph 54 state legal conclusions, no response is required.

C. To the extent the allegations in subheading C concern Lucasfilm, Lucasfilm denies those allegations. To the extent the allegations in subheading C concern other defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on that basis denies those allegations.

55. To the extent the allegations in paragraph 55 concern Lucasfilm, Lucasfilm denies those allegations. To the extent the allegations in paragraph 55 concern other defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on that basis denies those allegations.

2. Lucasfilm denies the allegations in subheading C.2 of the Complaint.

56. To the extent the allegations in paragraph 56 concern Lucasfilm, Lucasfilm denies those allegations. To the extent the allegations in paragraph 56 concern other defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on that basis denies those allegations. Lucasfilm specifically denies entering into an agreement with Pixar to eliminate competition between Lucasfilm and Pixar for skilled labor.

57. Lucasfilm admits that, in 1986, Steve Jobs purchased Lucasfilm's computer graphics division, established it as an independent company, named it "Pixar" and remained its CEO until 2006. Lucasfilm lacks sufficient information or knowledge to admit or deny the remainder of the allegations in paragraph 57, and on that basis denies those allegations.

1 58. Lucasfilm denies the allegations in paragraph 58. Lucasfilm specifically denies
2 entering into any agreement with Pixar to eliminate competition between Lucasfilm and Pixar for
3 skilled labor.

4 59. Lucasfilm denies the allegations in paragraph 59. Lucasfilm admits that the
5 recruiting departments at Lucasfilm and Pixar had a general understanding that they would not
6 actively solicit candidates from the other via cold-calling.

7 60. Lucasfilm denies the allegations in paragraph 60. Lucasfilm admits that the
8 recruiting departments at Lucasfilm and Pixar had a general understanding that the hiring
9 company would typically notify the current employer either prior to or immediately after making
10 an offer to an employee of that company.

11 61. Lucasfilm denies the allegations in paragraph 61. Lucasfilm admits that the
12 recruiting departments at Lucasfilm and Pixar had a general understanding that if Lucasfilm
13 extended an offer of employment to a current Pixar employee, Lucasfilm would typically make
14 its best offer in the first instance, rather than reserving the right to make a lower offer that it
15 might or might not later increase.

16 62. To the extent the allegations in paragraph 62 concern Lucasfilm, Lucasfilm
17 denies those allegations. To the extent the allegations in paragraph 62 concern other defendants,
18 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
19 that basis denies those allegations.

20 63. Lucasfilm denies the allegations in paragraph 63. To the extent that paragraph
21 63 states legal conclusions, no response is required.

22 64. To the extent the allegations in paragraph 64 concern Lucasfilm, Lucasfilm
23 denies those allegations. To the extent the allegations in paragraph 64 concern other defendants,
24 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
25

1 that basis denies those allegations. To the extent paragraph 64 states legal conclusions, no
2 response is required.

3 65. To the extent the allegations in paragraph 65 concern Lucasfilm, Lucasfilm
4 denies those allegations. To the extent the allegations in paragraph 65 concern other defendants,
5 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
6 that basis denies those allegations. To the extent paragraph 64 states legal conclusions, no
7 response is required.

8 66. Lucasfilm denies the allegations in paragraph 66.

9 67. Lucasfilm lacks sufficient knowledge or information to admit or deny the
10 allegations made in paragraph 67 of the Complaint and on that basis denies those allegations.

11 68. To the extent the allegations in paragraph 68 concern Lucasfilm, Lucasfilm
12 denies those allegations. To the extent the allegations in paragraph 68 concern other defendants,
13 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
14 that basis denies those allegations.

15 69. To the extent the allegations in paragraph 69 concern Lucasfilm, Lucasfilm
16 denies those allegations. To the extent the allegations in paragraph 69 concern other defendants,
17 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
18 that basis denies those allegations.

19 70. Lucasfilm denies the allegations in paragraph 70. To the extent the allegations
20 in paragraph 70 concern Lucasfilm, Lucasfilm denies those allegations. To the extent the
21 allegations in paragraph 70 concern other defendants, Lucasfilm lacks sufficient information or
22 knowledge to admit or deny those allegations, and on that basis denies those allegations.

23 71. To the extent the allegations in paragraph 71 concern Lucasfilm, Lucasfilm
24 denies those allegations. To the extent the allegations in paragraph 71 concern other defendants,
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1 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
2 that basis denies those allegations.

3 **3.** Lucasfilm lacks sufficient information or knowledge to admit or deny the
4 allegations in subheading C.3 of the Complaint, and on that basis denies those allegations.

5 72. To the extent the allegations in paragraph 72 concern Lucasfilm, Lucasfilm
6 denies those allegations. To the extent the allegations in paragraph 72 concern other defendants,
7 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
8 that basis denies those allegations.
9

10 73. Lucasfilm lacks sufficient information to admit or deny the allegations in
11 paragraph 73, and on that basis denies those allegations.

12 74. Lucasfilm lacks sufficient information to admit or deny the allegations in
13 paragraph 74, and on that basis denies those allegations.

14 75. Lucasfilm lacks sufficient information to admit or deny the allegations in
15 paragraph 75, and on that basis denies those allegations.
16

17 76. Lucasfilm lacks sufficient information to admit or deny the allegations in
18 paragraph 76, and on that basis denies those allegations.

19 77. Lucasfilm lacks sufficient information to admit or deny the allegations in
20 paragraph 77, and on that basis denies those allegations.

21 78. Lucasfilm lacks sufficient information to admit or deny the allegations in
22 paragraph 78, and on that basis denies those allegations.
23

24 **4.** Lucasfilm lacks sufficient information or knowledge to admit or deny the
25 allegations in subheading C.4 of the Complaint, and on that basis denies those allegations.

26 79. To the extent the allegations in paragraph 79 concern Lucasfilm, Lucasfilm
27 denies those allegations. To the extent the allegations in paragraph 79 concern other defendants,
28

1 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
2 that basis denies those allegations.

3 80. Lucasfilm lacks sufficient information to admit or deny the allegations in
4 paragraph 80, and on that basis denies those allegations.

5 81. Lucasfilm lacks sufficient information to admit or deny the allegations in
6 paragraph 81, and on that basis denies those allegations.

7 82. Lucasfilm lacks sufficient information to admit or deny the allegations in
8 paragraph 82, and on that basis denies those allegations.

9 83. Lucasfilm lacks sufficient information to admit or deny the allegations in
10 paragraph 83, and on that basis denies those allegations.

11 84. Lucasfilm lacks sufficient information to admit or deny the allegations in
12 paragraph 84, and on that basis denies those allegations.

13 5. Lucasfilm lacks sufficient information or knowledge to admit or deny the
14 allegations in subheading C.5 of the Complaint, and on that basis denies those allegations.

15 85. Lucasfilm lacks sufficient information to admit or deny the allegations in
16 paragraph 85, and on that basis denies those allegations.

17 86. Lucasfilm lacks sufficient information to admit or deny the allegations in
18 paragraph 86, and on that basis denies those allegations.

19 87. Lucasfilm lacks sufficient information to admit or deny the allegations in
20 paragraph 87, and on that basis denies those allegations.

21 88. Lucasfilm lacks sufficient information to admit or deny the allegations in
22 paragraph 88, and on that basis denies those allegations.

23 89. Lucasfilm lacks sufficient information to admit or deny the allegations in
24 paragraph 89, and on that basis denies those allegations.

1 90. Lucasfilm lacks sufficient information to admit or deny the allegations in
2 paragraph 90, and on that basis denies those allegations.

3 91. Lucasfilm lacks sufficient information to admit or deny the allegations in
4 paragraph 91, and on that basis denies those allegations.

5 **6.** Lucasfilm lacks sufficient information or knowledge to admit or deny the
6 allegations in subheading C.6 of the Complaint, and on that basis denies those allegations.

7 92. Lucasfilm lacks sufficient information to admit or deny the allegations in
8 paragraph 92, and on that basis denies those allegations.

9 93. Lucasfilm lacks sufficient information to admit or deny the allegations in
10 paragraph 93, and on that basis denies those allegations.

11 94. Lucasfilm lacks sufficient information to admit or deny the allegations in
12 paragraph 94, and on that basis denies those allegations.

13 95. Lucasfilm lacks sufficient information to admit or deny the allegations in
14 paragraph 95, and on that basis denies those allegations.

15 96. Lucasfilm lacks sufficient information to admit or deny the allegations in
16 paragraph 96, and on that basis denies those allegations.

17 **7.** Lucasfilm lacks sufficient information or knowledge to admit or deny the
18 allegations in subheading C.7 of the Complaint, and on that basis denies those allegations.

19 97. Lucasfilm lacks sufficient information to admit or deny the allegations in
20 paragraph 97, and on that basis denies those allegations.

21 98. Lucasfilm lacks sufficient information to admit or deny the allegations in
22 paragraph 98, and on that basis denies those allegations.

23 99. Lucasfilm lacks sufficient information to admit or deny the allegations in
24 paragraph 99, and on that basis denies those allegations.

1 100. Lucasfilm lacks sufficient information to admit or deny the allegations in
2 paragraph 100, and on that basis denies those allegations.

3 101. Lucasfilm lacks sufficient information to admit or deny the allegations in
4 paragraph 101, and on that basis denies those allegations.

5 102. Lucasfilm lacks sufficient information to admit or deny the allegations in
6 paragraph 102, and on that basis denies those allegations.

7 **8.** Lucasfilm lacks sufficient information or knowledge to admit or deny the
8 allegations in subheading C.8 of the Complaint, and on that basis denies those allegations.
9

10 103. Lucasfilm lacks sufficient information to admit or deny the allegations in
11 paragraph 103, and on that basis denies those allegations.

12 104. Lucasfilm lacks sufficient information to admit or deny the allegations in
13 paragraph 104, and on that basis denies those allegations.

14 105. Lucasfilm lacks sufficient information to admit or deny the allegations in
15 paragraph 105, and on that basis denies those allegations.
16

17 106. Lucasfilm lacks sufficient information to admit or deny the allegations in
18 paragraph 106, and on that basis denies those allegations.

19 107. Lucasfilm lacks sufficient information to admit or deny the allegations in
20 paragraph 107, and on that basis denies those allegations.

21 **D.** To the extent the allegations in subheading D concern Lucasfilm, Lucasfilm denies those
22 allegations. To the extent the allegations in subheading D concern other defendants, Lucasfilm
23 lacks sufficient information or knowledge to admit or deny those allegations, and on that basis
24 denies those allegations.
25

26 108. To the extent the allegations in paragraph 108 concern Lucasfilm, Lucasfilm
27 denies those allegations. To the extent the allegations in paragraph 108 concern other
28

1 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
2 allegations, and on that basis denies those allegations.

3 109. To the extent the allegations in paragraph 109 concern Lucasfilm, Lucasfilm
4 denies those allegations. To the extent the allegations in paragraph 109 concern other
5 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
6 allegations, and on that basis denies those allegations.

7 110. To the extent the allegations in paragraph 110 concern Lucasfilm, Lucasfilm
8 denies those allegations. To the extent the allegations in paragraph 110 concern other
9 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
10 allegations, and on that basis denies those allegations.

11 111. Lucasfilm admits that the DOJ conducted an investigation into certain of
12 Lucasfilm's employment practices. Lucasfilm admits that the DOJ issued a Civil Investigative
13 Demand to Lucasfilm and that Lucasfilm produced responsive documents to DOJ. To the extent
14 the remaining allegations in paragraph 111 concern Lucasfilm, Lucasfilm denies those
15 allegations. To the extent that the allegations in paragraph 111 concern other defendants,
16 persons, or government entities, Lucasfilm lacks sufficient information or knowledge to admit or
17 deny those allegations, and on that basis denies those allegations.

18 112. To the extent the allegations in paragraph 112 concern Lucasfilm, Lucasfilm
19 denies those allegations. To the extent the allegations in paragraph 112 concern other
20 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
21 allegations, and on that basis denies those allegations.

22 113. To the extent the allegations in paragraph 113 concern Lucasfilm, Lucasfilm
23 denies those allegations. To the extent the allegations in paragraph 113 concern other
24 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
25 allegations, and on that basis denies those allegations.

1 allegations, and on that basis denies those allegations.

2 114. Lucasfilm admits that DOJ filed a complaint against Lucasfilm on December
3 21, 2010. Lucasfilm admits that, in Lucasfilm's case, DOJ filed a stipulated proposed final
4 judgment which stated "The Complaint states a claim upon which relief may be granted against
5 the Defendant under Section One of the Sherman Act, as amended, 15 U.S.C. § 1." To the extent
6 the remaining allegations in paragraph 114 concern Lucasfilm, Lucasfilm denies those
7 allegations. To the extent the allegations in paragraph 114 concern other defendants, Lucasfilm
8 lacks sufficient information or knowledge to admit or deny those allegations, and on that basis
9 denies those allegations.
10

11 115. Lucasfilm admits that, in Lucasfilm's case, the proposed final judgment stated
12 "The Defendant is enjoined from attempting to enter into, entering into, maintaining or enforcing
13 any agreement with any other person to in any way refrain from soliciting, cold calling,
14 recruiting, or otherwise competing for employees of the other person." Lucasfilm admits that, in
15 Lucasfilm's case, the United States District Court for the District of Columbia entered the
16 proposed final judgment on June 3, 2011. To the extent the remaining allegations in paragraph
17 115 concern Lucasfilm, Lucasfilm lacks sufficient information or knowledge to admit or deny
18 the allegations in paragraph 115 and on that basis denies those allegations. To the extent the
19 allegations in paragraph 115 concern other defendants or persons, Lucasfilm lacks sufficient
20 information or knowledge to admit or deny those allegations, and on that basis denies those
21 allegations.
22

23 116. Lucasfilm lacks sufficient information or knowledge to admit or deny the
24 allegations in paragraph 116, and on that basis denies those allegations.
25

26 117. Lucasfilm lacks sufficient information or knowledge to admit or deny
27 allegations in paragraph 117, and on that basis denies those allegations.
28

1 118. Lucasfilm lacks sufficient information or knowledge to admit or deny the
2 allegations in paragraph 118, and on that basis denies those allegations. To the extent paragraph
3 118 states legal conclusions, no response is required.

4 **FIRST CLAIM FOR RELIEF**
5 **(Violations of Section 1 of the Sherman Act, 15 U.S.C. § 1)**

6 119. Lucasfilm reasserts and hereby incorporates by reference its responses to the
7 preceding paragraphs of the Complaint above as though fully set forth herein.

8 120. Paragraph 120 states legal conclusions to which no response is required.

9 121. To the extent the allegations in paragraph 121 concern Lucasfilm, Lucasfilm
10 denies those allegations. To the extent the allegations in paragraph 121 concern other
11 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
12 allegations, and on that basis denies those allegations. To the extent paragraph 118 states legal
13 conclusions, no response is required.

14 122. To the extent the allegations in paragraph 122 concern Lucasfilm, Lucasfilm
15 denies those allegations. To the extent the allegations in paragraph 122 concern other
16 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
17 allegations, and on that basis denies those allegations. To the extent paragraph 122 states legal
18 conclusions, no response is required.

19 123. To the extent the allegations in paragraph 123 concern Lucasfilm, Lucasfilm
20 denies those allegations. To the extent the allegations in paragraph 123 concern other
21 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
22 allegations, and on that basis denies those allegations. To the extent paragraph 123 states legal
23 conclusions, no response is required.

24 124. To the extent the allegations in paragraph 124 concern Lucasfilm, Lucasfilm
25 denies those allegations. To the extent the allegations in paragraph 124 concern other
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1 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
2 allegations, and on that basis denies those allegations.

3 125. Paragraph 125 states legal conclusions to which no response is required.

4 126. Lucasfilm admits that Plaintiffs purport to seek the monetary relief alleged in
5 paragraph 126. On November 3, 2011, Plaintiffs voluntarily withdrew their claim for injunctive
6 relief. Accordingly, no response to the remaining allegations in paragraph 126 is required.
7

8 **SECOND CLAIM FOR RELIEF**

9 **(Violations of the Cartwright Act, Cal. Bus. & Prof. Code §§ 16720, et seq.)**

10 127. Lucasfilm reasserts and hereby incorporates by reference its responses to the
11 preceding paragraphs of the Complaint above as though fully set forth herein.

12 128. Paragraph 128 states legal conclusions to which no response is required.

13 129. To the extent the allegations in paragraph 129 concern Lucasfilm, Lucasfilm
14 denies those allegations. To the extent the allegations in paragraph 129 concern other
15 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
16 allegations, and on that basis denies those allegations.

17 130. To the extent the allegations in paragraph 130 concern Lucasfilm, Lucasfilm
18 denies those allegations. To the extent the allegations in paragraph 130 concern other
19 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
20 allegations, and on that basis denies those allegations.
21

22 131. To the extent the allegations in paragraph 131 concern Lucasfilm, Lucasfilm
23 denies those allegations. To the extent the allegations in paragraph 131 concern other
24 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
25 allegations, and on that basis denies those allegations.
26

27 132. Paragraph 132 states legal conclusions to which no response is required.

28 133. To the extent the allegations in paragraph 133 concern Lucasfilm, Lucasfilm

1 denies those allegations. To the extent the allegations in paragraph 133 concern other
2 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
3 allegations, and on that basis denies those allegations.

4 134. Paragraph 134 states legal conclusions to which no response is required.

5 135. Lucasfilm admits that Plaintiffs purport to seek the monetary relief alleged in
6 paragraph 135. On November 3, 2011, Plaintiffs voluntarily withdrew their claim for injunctive
7 relief. Accordingly, no response to the remaining allegations in paragraph 135 is required.
8

9 **THIRD CLAIM FOR RELIEF**
10 **(Violations of Cal. Bus. & Prof. Code § 16600)**

11 136. Lucasfilm reasserts and hereby incorporates by reference its responses to the
12 preceding paragraphs of the Complaint above as though fully set forth herein.

13 137. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
14 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
15 paragraph 137 is necessary.
16

17 138. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
18 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
19 paragraph 138 is necessary.

20 139. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
21 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
22 paragraph 139 is necessary.
23

24 140. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
25 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
26 paragraph 140 is necessary.

27 141. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
28

1 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
2 paragraph 141 is necessary.

3 142. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
4 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
5 paragraph 142 is necessary.

6 143. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
7 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
8 paragraph 143 is necessary.
9

10 **FOURTH CLAIM FOR RELIEF**
11 **(Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.)**

12 144. Lucasfilm reasserts and hereby incorporates by reference its responses to the
13 preceding paragraphs of the Complaint above as though fully set forth herein.

14 145. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
15 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. Accordingly, no
16 response to the allegations of paragraph 145 is necessary.
17

18 146. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
19 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. Accordingly, no
20 response to the allegations of paragraph 146 is necessary.

21 147. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
22 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. Accordingly, no
23 response to the allegations of paragraph 147 is necessary.
24

25 148. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
26 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. Accordingly, no
27 response to the allegations of paragraph 148 is necessary.
28

1 149. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
2 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* Accordingly, no
3 response to the allegations of paragraph 149 is necessary.

4 150. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
5 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* Accordingly, no
6 response to the allegations of paragraph 150 is necessary.

7 151. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
8 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* Accordingly, no
9 response to the allegations of paragraph 151 is necessary.

10 152. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
11 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* Accordingly, no
12 response to the allegations of paragraph 152 is necessary.

13
14 **PRAYER FOR RELIEF**

15 In response to the Prayer for Relief contained in the Complaint, Lucasfilm denies that the
16 Plaintiffs are entitled to any of the relief sought in paragraphs 153 – 164 and further denies that
17 Plaintiffs are entitled to any relief whatsoever.

18
19 **GENERAL DENIAL AND AFFIRMATIVE DEFENSES**

20 1. Lucasfilm denies each and every allegation of the Complaint not expressly
21 admitted herein. Lucasfilm further denies that it has violated the law and denies that it has
22 injured or damaged Plaintiffs or the members of the purported class in any manner or amount
23 whatsoever or at all. Lucasfilm further denies that Plaintiffs, members of the purported class, or
24 the general public have sustained or will sustain injuries or damages by reason of any act,
25 omission or fault on the part of Lucasfilm, its agents, servants or employees. By alleging the
26 Affirmative Defenses set forth below, Lucasfilm is not agreeing or conceding that it has the
27
28

1 burden of proof on any of the issues raised in these defenses. Furthermore, all such defenses are
2 pled in the alternative, and do not constitute an admission of liability or that Plaintiffs are entitled
3 to any relief whatsoever.

4 2. For its first affirmative defense, Lucasfilm alleges that the Complaint fails to
5 state a claim or cause of action against Lucasfilm upon which relief can be granted.

6 3. For its second affirmative defense, Lucasfilm alleges that the claims set forth in
7 the Complaint are barred by the doctrine of laches.

8 4. For its third affirmative defense, Lucasfilm alleges that Plaintiffs lack standing
9 to assert the claims in the Complaint.

10 5. For its fourth affirmative defense, Lucasfilm alleges that the claims set forth in
11 the Complaint are barred because Plaintiffs have not suffered antitrust injury.

12 6. For its fifth affirmative defense, Lucasfilm alleges that any injuries or damages
13 Plaintiffs may have suffered were caused solely and proximately by the acts and omissions of
14 others.

15 7. For its sixth affirmative defense, Lucasfilm alleges that the claims set forth in
16 the Complaint are barred in whole or in part by the doctrine of unclean hands.

17 8. For its seventh affirmative defense, Lucasfilm alleges that Plaintiffs are barred
18 from recovery of any damages because of and to the extent of their failure to mitigate damages.

19 9. For its eighth affirmative defense, Lucasfilm alleges that Plaintiffs' claim for
20 damages is barred because their alleged damages, if any, are speculative, and because of the
21 impossibility of ascertaining and allocating those alleged damages.

22 10. For its ninth affirmative defense, Lucasfilm alleges that Plaintiffs' claims are
23 not properly maintainable as a class action.

24 11. For its tenth affirmative defense, Lucasfilm alleges that Plaintiffs' claims are
25

1 barred in whole or in part by estoppel.

2 12. For its eleventh affirmative defense, Lucasfilm alleges that Plaintiffs' claims are
3 barred in whole or in part by waiver.

4 13. For its twelfth affirmative defense, Lucasfilm alleges that Plaintiffs' claims are
5 barred in whole or in part by applicable statutes of limitation.

6 14. For its thirteenth affirmative defense, Lucasfilm alleges that Plaintiffs' claims
7 are barred because any acts taken by Lucasfilm constituted bona fide business competition,
8 and/or legitimate joint ventures and partnerships, and were taken in pursuit of legitimate business
9 interests.
10

11 15. For its fourteenth affirmative defense, Lucasfilm alleges that Plaintiffs' claims
12 are barred because Plaintiffs would be unjustly enriched if they were allowed to recover any part
13 of the damages alleged in the Complaint.

14 16. For its fifteenth affirmative defense, Lucasfilm alleges that Plaintiffs' claims are
15 barred because Plaintiffs do not allege a conspiracy directed at California.
16

17 17. For its sixteenth affirmative defense, Lucasfilm alleges that Lucasfilm has not
18 engaged in any contract, combination, or conspiracy in restraint of trade.

19 18. For its seventeenth affirmative defense, Lucasfilm alleges that Plaintiffs' claims
20 are barred because the alleged conduct of Lucasfilm and the other defendants has not
21 unreasonably restrained trade under the rule of reason.

22 19. For its eighteenth affirmative defense, Lucasfilm alleges that if and to the
23 extent, any agent of Lucasfilm (or any other third party) made any representations, such
24 representations were made without the knowledge of Lucasfilm and without any authority,
25 express or implied, and thus are not binding on Lucasfilm.
26

27 20. For its nineteenth affirmative defense, Lucasfilm alleges that any finding of
28

1 liability under California antitrust law would violate the Due Process Clause of the Fourteenth
2 Amendment to the United States Constitution.

3 21. For its twentieth affirmative defense, Lucasfilm alleges that Plaintiffs' claims
4 are barred because they are subject to a binding arbitration agreement.

5 22. For its twenty-first affirmative defense, Lucasfilm adopts by reference any
6 applicable defense not otherwise expressly set forth herein that is pleaded by any other defendant
7 in this action.

8 23. For its twenty-second affirmative defense, Lucasfilm alleges that Lucasfilm has
9 insufficient knowledge or information upon which to form a basis as to whether it may have
10 additional, as yet unstated, separate defenses available. Lucasfilm reserves the right to amend
11 this Answer to add, delete, supplement, or modify these defenses based upon legal theories that
12 may be or will be divulged through clarification of Plaintiffs' Complaint, through discovery, or
13 through further legal analysis of Plaintiffs' position in this litigation.
14

15 24. For its twenty-third affirmative defense, Lucasfilm alleges that Plaintiffs claims
16 based on California law are barred by the federal enclave doctrine.
17

18 25. For its twenty-fourth affirmative defense, Lucasfilm alleges that Plaintiffs'
19 claims were settled, satisfied, or extinguished and supported by adequate consideration.
20

21 **PRAYER**

22 WHEREFORE, having fully answered the Complaint, defendant Lucasfilm prays as
23 follows:
24

25 1. That Plaintiffs and the members of the purported plaintiff class take nothing by
26 the Complaint;

27 2. That the Complaint be dismissed with prejudice;

28 3. That Lucasfilm recover its costs of suit incurred, including reasonable attorney's

1 fees and expenses; and

2 4. For such other and further relief as the Court may deem just and proper.

3
4 Dated: May 21, 2012

KEKER & VAN NEST LLP

5
6 By: /s/ Paula L. Blizzard
PAULA L. BLIZZARD

7
8 Attorneys for Defendant
LUCASFILM LTD.